

Form <b>PTO-1594</b> (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings    ▽    ▽    ▽    ▽    ▽    ▽    ▽					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> <u>New England Patriots L.P.</u>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s)  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Association  <input checked="" type="checkbox"/> Limited Partnership             Delaware         </div> </div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Bank of America, N.A.</u> Internal Address: <u>Bank of America Corporate Center</u>  Street Address: <u>100 North Tyron Street</u> City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>29255</u>  <div> <input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>National banking association</u> </div> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment  <input type="checkbox"/> Security Agreement  <input checked="" type="checkbox"/> Other <u>SEE ATTACHED</u> </div> <div> <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name         </div> </div> Execution Date: <u>November 8, 2002</u>			<b>4. Application number(s) or registration number(s):</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>A. Trademark Application No.(s)</b>  <u>76/419867 76/419866 76/419865 76/329685</u> </div> <div style="width: 45%;"> <b>B. Trademark Registration No.(s)</b>  <u>2269801 2059163</u>  <u>2043973 2043974 2035889 2029693</u> </div> </div> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>2022114 2013585 1884852</u>		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Maria A. Lijoi, Esq.</u>  Internal Address: <u>Skadden, Arps, Slate, Meagher &amp; Flom LLP</u>  Street Address: <u>Four Times Square</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-6522</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 5px;">21</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>540.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>19-2385 (Our Ref: 401530/252)</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Maria A. Lijoi</u>          Name of Person Signing       </div> <div style="width: 30%; text-align: center;">           Signature       </div> <div style="width: 30%; text-align: right;"> <u>March 7, 2003</u>          Date       </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">8</span> </div>					

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

700025750

**TRADEMARK**  
**REEL: 002616 FRAME: 0378**

Continuation of Nature of Conveyance

3. Notice of Confirmation of Grant of Security Interest In Trademarks.

Continuation of Trademark Registration No.(s)

4B. 1850666  
1295023  
1230456  
995096  
995095  
949536  
948574  
948384

NOTICE OF CONFIRMATION OF  
GRANT OF SECURITY INTEREST  
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998, as amended, restated or otherwise modified (the "Security Agreement"), by and among New England Patriots L.P. (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Football Funding, and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (Bank of America, N.A. in its capacity as collateral agent and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower hereby confirms that it has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, the Trademarks and Trade Names (as defined in the Security Agreement), including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto. The Borrower hereby confirms that it has acknowledged and agreed that the Collateral Agent (and with respect to rights of set-off, each of the Secured Parties) has and shall continue to have, for the ratable benefit of the Secured Parties, a continuing security interest in and right of set-off against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto.

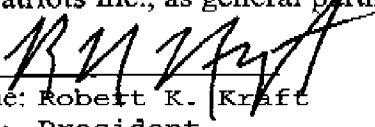
The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

NEW ENGLAND PATRIOTS L.P.

By: Kraft Patriots Inc., as general partner

By:

  
Name: Robert K. Kraft  
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:

\_\_\_\_\_  
Name: Wm. Elliott McCabe  
Title: Managing Director

STATE OF MassachusettsCOUNTY OF Norfolk

I, Richard A. Karelitz, a Notary Public of the County and State aforesaid, certify that Robert K. Kraft, personally came before me this day and acknowledged that (s)he is Pres. of E.P. of New England Patriots L.P., a Delaware limited partnership, and that by authority duly given and as the act of the limited partnership, the foregoing instrument was signed by him/her in its name as Pres. of E.P.

WITNESS my hand and official stamp or seal, this 1<sup>st</sup> day of November, 2002.Richard A. Karelitz

Notary Public

My Commission Expires:

(Notary Seal)

RICHARD A. KARELITZ  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES OCT. 16, 2009

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is \_\_\_\_\_ of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as \_\_\_\_\_.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of November, 2002.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Notary Seal)

The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

NEW ENGLAND PATRIOTS L.P.

By: \_\_\_\_\_

Name:

Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_

Name: Wm. Elliott McCabe

Title: Managing Director

**SCHEDULE A**

This Schedule includes only marks of New England Patriots L.P. ("NEP") which are either registered or for which registration applications are pending, and does not include (i) other marks in which NEP may have common law rights, (ii) marks NEP is licensed to use by third parties, (iii) marks whose registrations have lapsed or have been cancelled, or (iv) any other marks.

**I. FEDERAL REGISTRATIONS AND APPLICATIONS****A. Registrations**

MARK	REG. NO.	REG. DATE	RECORD OWNER
CYBER SIDELINE	2,269,801	8/10/99	New England Patriots L.P.
JR PATS CLUB and Design	2,059,163	5/06/97	New England Patriots L.P.
Uniform Design (Away Uniform Patriot Head on Sleeve)	2,043,973	3/11/97	New England Patriots L.P.
Uniform Design (Home Uniform Patriot Head on Sleeve)	2,043,974	3/11/97	New England Patriots L.P.
PATRIOTS and Design (Patriot Head)	2,035,889	2/04/97	New England Patriots L.P.
DESIGN (Helmet with Patriot Head)	2,029,693	1/14/97	New England Patriots L.P.
PATS PACK and Design	2,022,114	12/10/96	New England Patriots L.P.
PATS PACK	2,013,585	11/05/96	New England Patriots L.P.
NEW ENGLAND PATRIOTS	1,884,852	3/21/95	New England Patriots L.P.
DESIGN (Helmet [Center])	1,850,666	8/23/94	New England Patriots L.P.
DESIGN (Old Away Uniform)	1,295,023	9/11/84	New England Patriots L.P.
DESIGN (Old Home Uniform)	1,230,456	3/8/83	New England Patriots L.P.
DESIGN ONLY (Helmet [Patriot])	995,096	10/08/74	New England Patriots L.P.
NEW ENGLAND PATRIOTS	995,095	10/08/74	New England Patriots L.P.
PATRIOTS	949,536	12/26/72	New England Patriots L.P.
PATRIOTS	948,574	12/12/72	New England Patriots L.P.
DESIGN (Center)	948,384	12/05/72	New England Patriots L.P.

**B. Applications**

MARK	APP. NO.	APP. DATE	RECORD OWNER
NEW ENGLAND PATRIOTS	76-419867	6/12/02	New England Patriots L.P.
PATRIOTS and Design (Patriot Head)	76-419866	6/12/02	New England Patriots L.P.
DESIGN (Patriot Head)	76-419865	6/12/02	New England Patriots L.P.
PATRIOTS EXPERIENCE	76-329685	10/24/01	New England Patriots L.P.

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**II. STATE REGISTRATIONS**

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN (Patriot Head Logo)	Louisiana	550,154	1/14/97	New England Patriots L.P.
DESIGN (Patriot Head Logo)	Louisiana	550,153	1/14/97	New England Patriots L.P.
DESIGN (Patriot Head Logo)	Louisiana	550,152	1/14/97	New England Patriots L.P.
DESIGN (Patriot Head Logo)	Louisiana	550,151	1/14/97	New England Patriots L.P.
PATRIOTS	Louisiana	550,150	1/14/97	New England Patriots L.P.
PATRIOTS	Louisiana	550,149	1/14/97	New England Patriots L.P.
PATRIOTS	Louisiana	550,148	1/14/97	New England Patriots L.P.
PATRIOTS	Louisiana	550,147	1/14/97	New England Patriots L.P.
NEW ENGLAND PATRIOTS	Louisiana	550,145	1/14/97	New England Patriots L.P.
NEW ENGLAND PATRIOTS	Louisiana	550,144	1/14/97	New England Patriots L.P.
NEW ENGLAND PATRIOTS	Louisiana	550,143	1/14/97	New England Patriots L.P.
NEW ENGLAND PATRIOTS	Louisiana	550,142	1/14/97	New England Patriots L.P.
PATRIOTS	Massachusetts	51,462	7/12/95	New England Patriots L.P.
DESIGN (Patriot Head Logo)	Massachusetts	51,461	7/12/95	New England Patriots L.P.
DESIGN (Helmet with Patriot Head)	Massachusetts	51,460	7/12/95	New England Patriots L.P.
NEW ENGLAND PATRIOTS	Massachusetts	51,459	7/12/95	New England Patriots L.P.
FIFTH QUARTER SHOW	Massachusetts	51,060	4/12/95	New England Patriots L.P.
PATRIOTS FIFTH QUARTER SHOW	Massachusetts	51,059	4/12/95	New England Patriots L.P.
DESIGN (Center)	Massachusetts	50,296	6/23/60	New England Patriots L.P.
NEW ENGLAND PATRIOTS FOOTBALL CLUB	Massachusetts	50,295	3/19/75	New England Patriots L.P.
PATRIOTS IT'S A WHOLE NEW BALL GAME	Massachusetts	48,020	4/13/93	KMS Patriots L.P. *
PATRIOTS FIFTH QUARTER SHOW	Rhode Island	950,406	4/06/95	New England Patriots L.P.
FIFTH QUARTER SHOW	Rhode Island	950,405	4/07/95	New England Patriots L.P.

**III. CANADIAN REGISTRATIONS**

MARK	REG./APP NO.	REG./APP DATE	RECORD OWNER
PATRIOTS and Design	478,838	7/22/97	New England Patriots L.P.
Man's Head Design	478,837	7/22/97	New England Patriots L.P.
Helmet & Man's Head Design	478,762	7/21/97	New England Patriots L.P.
PATRIOTS (stylized)	256,892	3/13/81	New England Patriots L.P.
New Englander Design (Patriots 2 <sup>nd</sup> Logo)	256,891	3/13/81	New England Patriots L.P.
Man on Helmet Design (Patriots 1 <sup>st</sup> Helmet)	256,890	3/13/81	New England Patriots L.P.
NEW ENGLAND PATRIOTS	249,489	8/15/80	New England Patriots L.P.

\* Please note that New England Patriots, L.P. was formerly known as KMS Patriots, L.P.